

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

FOR GOOD AND VALUABLE CONSIDERATION, in the amount of \$450,000.00 (Four Hundred and Fifty Thousand dollars), in order to resolve and settle finally, fully, and completely all matters or disputes that now exist or may exist between DENNA JUNG (hereinafter "PLAINTIFF") and the COUNTY OF LOS ANGELES and LANCE SIEGER (collectively hereinafter "COUNTY DEFENDANTS"), PLAINTIFF and COUNTY DEFENDANTS enter into this Settlement Agreement and General Release (hereinafter "RELEASE"). The parties further agree as follows:

A. The purpose of this RELEASE is to settle and compromise any and all disputes and controversies which exist or may exist between PLAINTIFF and COUNTY DEFENDANTS, including but not limited to, any and all claims, counts, or causes of action alleged in the case entitled DENNA JUNG V. COUNTY OF LOS ANGELES & LANCE SIEGER, Los Angeles Superior Court Case No. BC385127, (hereinafter referred to as the "LAWSUIT").

B. PLAINTIFF and COUNTY DEFENDANTS desire to bring said disputes, LAWSUIT and controversies to a conclusion, and to avoid the further incurring of costs and expenses incident to their prosecution and defense.

**I. DISPOSITION OF CLAIMS AGAINST COUNTY AND RELEASE**

A. This RELEASE shall not in any way be construed as an admission by COUNTY DEFENDANTS of any unlawful or wrongful acts or other liability whatsoever in favor of PLAINTIFF or any other person. COUNTY DEFENDANTS specifically disclaim any liability to, or wrongful acts against, PLAINTIFF or any other person.

B. PLAINTIFF represents that she has not filed any other actions, lawsuits, claims, complaints or charges other than those which were predicate to the LAWSUIT against COUNTY DEFENDANTS, including any of its officers, directors, agents, employees, or representatives, with any state or federal court or local, state or federal agency, based on events occurring prior to the date of execution of this RELEASE. PLAINTIFF specifically represents that she will not in the future file and/or prosecute the filing of any actions, lawsuits, claims, complaints, or charges by any party in any state or federal court or local, state or federal agency, except as required by law, claiming that COUNTY DEFENDANTS have violated any local, state, or federal laws, statutes, ordinances or regulations concerning any allegations, whether in law or in equity, or tortious conduct and/or violation of contractual relationships of any kind, and/or any statutory violations, including but not limited to, the Fair Employment and Housing Act, or any state or federal constitutional provision, based upon any events or incidents occurring prior to the date of execution of the RELEASE that were or could have been alleged as part of this LAWSUIT.

C. PLAINTIFF and COUNTY DEFENDANTS agree to keep the terms of this agreement strictly confidential to the extent permitted by law, and will not disclose the terms to any person other than (if applicable), their spouse, attorneys, employees, and tax advisor, and only if those persons agree to be bound by this confidentiality provision.

D. COUNTY DEFENDANTS have not been advised of any lien for attorneys' fees by PLAINTIFF's previous attorneys, if any. PLAINTIFF acknowledges and agrees that any obligation to pay attorneys' fees to PLAINTIFF's previous attorneys, if any, is PLAINTIFF's alone. PLAINTIFF agrees to hold COUNTY DEFENDANTS and their attorneys of record harmless from any and all obligations to pay attorneys' fees.

E. PLAINTIFF expressly waives, abandons, and relinquishes the recovery of any and all costs or attorneys' fees that are compensable under any and all State or Federal laws and/or fee-shifting statutes, including, but not limited to Code of Civil Procedure section 1021.5 and Government Code section 12965. PLAINTIFF agrees to waive and dismiss any and all claims for all accrued costs, expenses and attorneys' fees that are recoverable under any federal or state law authorizing an award of attorneys' fees or costs. Nicolas Orihuela, Esq., and Hurwitz, Orihuela & Hayes, LLP, expressly waive, abandon, and relinquish the recovery of any and all attorneys' fees that are compensable under any and all State or Federal laws and/or fee-shifting statutes.

F. PLAINTIFF agrees that upon receipt of the check described in paragraph G, counsel for PLAINTIFF will execute and deliver to counsel for COUNTY DEFENDANTS, a Request for Dismissal with Prejudice for the entirety of the

LAWSUIT. PLAINTIFF agrees to take all further steps and to execute any other documents which may be necessary to effect a dismissal with prejudice of this LAWSUIT, and will immediately cause such documents to be sent to counsel for COUNTY DEFENDANTS.

G. In consideration for the promises set forth herein, the parties, through their attorneys of record will exchange the original of this RELEASE executed by them and Nicolas Orihuela, Esq., and Hurwitz, Orihuela & Hayes, LLP, will submit an executed W-9 Form in exchange for a check in the amount of \$450,000.00 (Four Hundred and Fifty Thousand dollars) made payable to "Hurwitz, Orihuela & Hayes, LLP Client-Trust Account."

PLAINTIFF agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to her under this RELEASE and that she will not seek any further compensation for any other claimed damage, costs, or attorney's fees in connection with the matters encompassed by this RELEASE.

No taxes shall be withheld from these sums. In the event that any governmental agency asserts that PLAINTIFF is liable for taxes on account of the sums of money to be received by PLAINTIFF pursuant to this RELEASE, PLAINTIFF agrees that she will pay any and all taxes which may be due on account of the sums of money received pursuant to this RELEASE, and that COUNTY DEFENDANTS shall not be liable for any portion of any such taxes. PLAINTIFF further agrees that she shall indemnify and hold COUNTY DEFENDANTS and their attorneys harmless from and for any and all claims,

obligations and/or liability on account of any and all taxes due on account of the payments to PLAINTIFF and her attorney of the sums of money specified in this RELEASE.

H. PLAINTIFF hereby irrevocably and unconditionally releases, acquits and forever discharges COUNTY DEFENDANTS from any and all claims, actions, causes of action, rights, tort claims, debts, obligations, damages or accounting of whatever nature, which she has or may have against COUNTY DEFENDANTS by reason of or arising out of, any of the matters, acts or omissions described or referred to in the LAWSUIT or any other matter of whatever nature, whether known or unknown, occurring prior to the date of this RELEASE.

I. PLAINTIFF expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of California, and does so understanding and acknowledging the significance and consequences of such specific waiver of section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by his or her must have materially affected his or her settlement with the debtor."

Thus, notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release, PLAINTIFF expressly acknowledges that this RELEASE is also intended to include in its effect, without limitations, all claims or causes of action which she does not know or expect to exist in her favor at the time of the

execution hereof, and that this RELEASE contemplates the extinguishment of any such claims, or causes of action.

The terms outlined in this section do not apply to any claims PLAINTIFF may have presented or may present to COUNTY DEFENDANTS regarding her workers' compensation claims. PLAINTIFF and COUNTY DEFENDANTS agree that by execution of this RELEASE, she is not releasing her rights to present any and all workers' compensation claims or to any workers' compensation claims already presented. PLAINTIFF and COUNTY DEFENDANTS also agree that PLAINTIFF's workers' compensation claims/benefits will not be entitled to an offset or credit as a result of this RELEASE.

J. PLAINTIFF further agrees to waive all claims which PLAINTIFF knows and all claims which she does not know or expect to exist under the Fair Employment and Housing Act ("FEHA") which occurred up through the execution of this RELEASE. PLAINTIFF affirms that she has conferred with her counsel, Nicolas Orihuela, Esq., of Hurwitz, Orihuela & Hayes, LLP, in considering waiving her rights under the FEHA. PLAINTIFF admits that she entered into this waiver knowingly and voluntarily.

K. PLAINTIFF further agrees to waive all claims which PLAINTIFF knows and all claims which she does not know or expect to exist under the Age Discrimination in Employment Act (ADEA) which occurred up through the execution of this RELEASE. PLAINTIFF affirms that she has conferred with her counsel, Nicolas Orihuela, Esq., of Hurwitz, Orihuela & Hayes, LLP, in considering waiving her rights under the ADEA.

PLAINTIFF admits that she entered into this waiver knowingly and voluntarily.

L. PLAINTIFF will have 21 (twenty-one) days to consider the proposed written release of her FEHA claims, and an additional 7 (seven) days to rescind the waiver after signing the RELEASE. The effective date of this RELEASE shall be the later of 1) the Execution Date of this RELEASE, or 2) the eighth day after PLAINTIFF has signed this RELEASE. PLAINTIFF represents and warrants that she has been given an opportunity to consider this RELEASE for 21 (twenty-one) days. In connection with PLAINTIFF's release of any known or unknown claims she may have pursuant to the FEHA, PLAINTIFF may revoke her release of any such FEHA claim by giving written notice to COUNTY DEFENDANTS's attorneys of record within 7 (seven) days of PLAINTIFF's execution of this RELEASE. In the event that PLAINTIFF timely revokes her release of any such FEHA Claims, the remainder of this RELEASE remains in full force and effect.

M. COUNTY DEFENDANTS expressly waive any and all rights to bring a malicious prosecution claim or any other claim against the PLAINTIFF for bringing the LAWSUIT.

## II. GENERAL PROVISIONS

A. PLAINTIFF and COUNTY DEFENDANTS shall each bear their own costs, expenses and attorneys' fees incurred in connection with any claims that are the subject of this RELEASE made by PLAINTIFF against COUNTY DEFENDANTS, and each of the parties hereto expressly waive, abandon and relinquish any claim for recovery

of any such costs, expenses or attorneys' fees including any and all attorneys' fees or costs recoverable under any and all federal or state laws or statutes from the other party.

B. PLAINTIFF and COUNTY DEFENDANTS reserve any and all rights either may have to enforce this RELEASE whether at law, in equity, or otherwise. In the event there is a dispute with respect to whether any party hereto has breached any of the terms of this RELEASE, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

C. PLAINTIFF and COUNTY DEFENDANTS agree to do all things and execute and deliver all instructions and documents necessary to fulfill and effect the provisions of this RELEASE and protect the respective rights of the parties to this RELEASE.

D. No waiver by any party of any breach of any term or provision of this RELEASE shall be construed to be, nor be a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

E. PLAINTIFF and COUNTY DEFENDANTS represent and agree that each has carefully read and fully understands all of the provisions of this RELEASE, and that they voluntarily, and without any duress or undue influence, enter into this RELEASE.

F. PLAINTIFF and COUNTY DEFENDANTS affirm that, prior to execution of this RELEASE, each has consulted with counsel concerning the terms and conditions set forth herein.



G. This RELEASE may be executed in one or more counterparts, each of which together shall constitute one and the same instrument.

H. This RELEASE contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this RELEASE. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this RELEASE, not expressly set forth in this RELEASE, are of no force or effect.

I. The date of the last signature placed hereon shall hereinafter be known as the "Execution Date" of this RELEASE.

J. Should any of the provisions herein be determined to be invalid by the Court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of other provisions herein.

K. This RELEASE shall be governed and construed by California law, including local California choice of law provisions.

L. The parties to this RELEASE represent that this RELEASE may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this RELEASE or to enforce the provisions of this RELEASE.

IN WITNESS WHEREOF, the undersigned do hereby execute this RELEASE:

Dated: November 9, 2009

Denna Jung

Dated: November \_\_\_\_\_, 2009

for County of Los Angeles

Dated: November \_\_\_\_\_, 2009

Lance Sieger

APPROVED AS TO FORM:

GUTIERREZ, PRECIADO & HOUSE, LLP

Dated: \_\_\_\_\_, 2009

By: Nohemi Gutierrez Ferguson  
Attorney for Defendants

HURWITZ, ORIHUELA & HAYES, LLP

Dated: 11/10, 2009

By: Nicolas Orihuela  
Attorney for Plaintiff